

OFFICIAL NOTICE #57448

**BUYER'S AGENCY SERVICES AND LISTING AGENTS ON BEHALF OF THE
Neighborhood Improvement Development Corporation.**

The Neighborhood Improvement Development Corporation (NIDC) is seeking the services of a qualified Real Estate Broker (s) to provide Buyer's Agency Services and Service as Listing Agents.

The RFP can be found on DCD's web site at the following link:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the RFP are due by **June 11, 2013**. Any additional information and/or clarification(s) regarding this RFP will be posted in the form of an addendum by **June 12, 2013**. It is the responsibility of the Proposer, prior to submitting a proposal, to determine whether all addendums have been received and are included in the RFP response.

Proposals are due June 18, 2013, by 11:00 a.m.

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**Neighborhood Improvement Development Corporation
809 N. Broadway
Milwaukee, Wisconsin 53202**

May 29, 2013

The Neighborhood Improvement Development Corporation (NIDC) is seeking the services of a qualified Real Estate Broker (s) to provide Buyer's Agency Services and Service as Listing Agents on behalf of NIDC and its affiliated Milwaukee Neighborhood Reclamation Company LLC (MNRC).

I. Background

In conjunction with the City of Milwaukee's efforts to address foreclosed and abandoned homes, the Neighborhood Improvement Development Corporation (NIDC) acquires and rehabilitates homes for sale to owner occupant purchasers. These activities are primarily undertaken using Federal funding sources, including Neighborhood Stabilization Program (NSP) funds. In addition, NIDC has created a land banking entity, the Milwaukee Neighborhood Reclamation Company LLC. (MNRC). MNRC purchases and sells targeted foreclosed properties to support on-going neighborhood revitalization efforts. Funds for the operation of the MNRC are provided by the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program (NSP).

The City of Milwaukee received close to \$40 million in NSP funding under the NSP program (NSP1, 2, & 3). The majority of grant funds were required to be expended by February of 2013. However, NIDC and MNRC will continue limited acquisition, rehabilitation, and sale activity during the next 18 months utilizing remaining grant funds and the sales proceeds from sales of properties rehabilitated through the program. Additional information about the City of Milwaukee's NSP activity is available at: www.milwaukeehousinghelp.org

This Request for Proposals solicits licensed Real Estate Brokers who are able to assist the MNRC and NIDC in the purchase and sale of foreclosed and/or rehabilitated properties.

II. Scope of Services

NIDC is seeking the services of one or more licensed and experienced real estate agents to:

A. Serve as a buyer's agent to assist NIDC and the MNRC with acquiring targeted foreclosed properties.

The agent will:

- Familiarize themselves with NSP rules and regulations.
- Identify properties meeting NIDC/MNRC acquisition criteria.
- Prepare broker's price opinions.
- Assist with obtaining appraisals.
- Draft and submit offers to purchase.
- Carry out negotiations with sellers.
- Work with listing agents, attorneys, and title companies to prepare for closings.

It is expected that the NIDC/MNRC will acquire between 5-15 foreclosed properties over the next 24 months. We anticipate that many of the properties will be purchased through our buyer's agent(s). However, due to specialized agreements with certain large REO servicers, MNRC and NIDC reserve the right to purchase properties without the assistance of the agent. In those cases, the agent will receive only limited, or no compensation. See below for more information about compensation.

B. List and market properties in “as-is” condition.

Buyers will be eligible for either NSP Home Buyer Assistance (owner-occupants) or NSP Rental Rehabilitation (investors) to help pay for post-purchase rehabilitation work. NSP Homebuyer Assistance Program (HBA) provides up to \$30,000 for the acquisition and rehabilitation. NSP Rental Rehab (RR) provides up to \$17,500 per unit of matching funds to help pay for rehab costs. In a limited number of situations, agents may be asked to list properties owned by NIDC/MNRC for sale where no rehabilitation assistance is available. More information about HBA and RR are available at:

www.milwaukeehousinghelp.org

The agent will:

- Familiarize themselves with NSP rules and regulations.
- Assist with determining the listing price.
- List properties for sale on MLS.
- Assist with all aspects of marketing and sale of properties.
- Work with housing counseling agencies to identify qualified owner-occupant buyers.
- Assist buyers with the lending process.
- Work with responsible landlord/investor owners to buy properties.
- Work with NIDC staff, buyers and/or their agents up to closing.

It is expected that the MNRC and NIDC may sell between 5 – 10 “as-is” properties over the next 24 months.

C. List and market fully rehabilitated NIDC owned properties for sale to owner occupants.

The agent will:

- Familiarize themselves with NSP rules and regulations.
- List properties for sale on MLS.
- Assist with all aspects of marketing and sale of properties.
- Work with housing counseling agencies to identify qualified owner-occupant buyers.
- Assist buyers with the lending process.
- Work with NIDC staff, buyers and/or their agents up to closing.

It is expected that NIDC may sell between 5-20 fully-rehabbed properties over the next 24 months.

III. Project Requirements

A. Time Frame and Contract Format

Services for this project should begin as soon as a contract with the Real Estate Agent (s) can be executed. Work will be on an as needed basis. A contract will be entered into between NIDC and the selected Real Estate Agent (or Agents) based upon the scope of work defined. NIDC reserves

the right to negotiate the terms, conditions, and price with the agent(s) submitting the most responsive proposals. NIDC may select one or more agents to provide the required services. Note: the term of the initial Contract will be 1 year, with up to two additional 1-year extensions upon mutual agreement of both parties

B. Coordination

A staff member from NIDC will coordinate the project. For the purpose of efficiency, NIDC requires that the assigned Real Estate Agent(s) be accessible to NIDC on a regular and as needed basis. The Real Estate Agent(s) and NIDC/ will establish a regular communication format through which NIDC can be kept abreast of the progress of items in the scope of services

C. Products

The Real Estate Agent(s) shall provide services and deliverables as noted under the Scope of Services.

All results (including work in progress) from this contract will remain the property of NIDC. NIDC will have access to all other working papers or information stored on a computer or computer disk of the Real Estate Agent(s) concerning this contract; the Real Estate Agent(s) should check with the NIDC prior to destroying any working papers or information stored on a computer or computer disk.

D. Insurance - Current evidence of insurance as follows:

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Real Estate Errors and Omissions	\$1,000,000 per occurrence

NIDC shall be named as an additional insured with respect to liability coverage, except for the Professional Liability policy. NIDC shall be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any insurance coverage. NIDC reserves the right to request additional clarifying information from prospective Consultants over and above that included in the proposal submissions.

IV. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents

In order to simplify the review process and to obtain the maximum degree of comparability, proposals should be organized in the following manner. Brevity is encouraged. Failure to

comply with these requirements may be cause for the proposal to be considered non-responsive.

NIDC wish to partner with a licensed real estate agent (or agents) with a proven track record of successfully assisting clients purchase, and sell, foreclosed homes. Agents must have extensive experience including working in the City of Milwaukee and particularly the NSP program areas. Also required is experience with first-time homebuyers, familiarity with government programs and a demonstrated commitment to the goals of the NSP programs.

1. Title Page

The title page should include - Request for Proposal #57201, **Buyer's Agency Services and Listing Agents on Behalf of NIDC**, and the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

2. Letter of Transmittal

The letter of transmittal should concisely describe the Real Estate Agent's understanding of the work to be performed. Specifically, describe the approach to carry out the services as:

- The Buyer's Agent.
- The Listing Agent for "as-is" properties (including any marketing techniques proposed to employ in addition to listing the property for sale on MLS.
- Listing Agent for Rehabilitated Properties (including any marketing techniques proposed to employ in addition to the listing the property for sale on MLS).

3. Documentation of Past Experience and Qualifications

Explain the experience and qualifications pertaining to this project to include:

- Description of experience working with clients to acquire properties (especially foreclosed properties) in the NSP program area. Describe the number of years of experience, number of clients served, number of properties acquired etc.
- Description of experience listing properties for sale in the NSP program area. Describe the number of years of experience, number of clients served, number of properties sold, etc.
- Provide examples of 3-5 properties in the NSP program area you recently sold as either a buyer or seller's agent. (Provide copies of MLS listing sheets).
- Description of experience working with first-time homebuyers, non-profit counseling agencies, community based organizations, federally funded housing programs, and transactions involving significant rehabilitation.
- If you have specific expertise in a particular geographic area (or areas) which is included in the NSP program area, please describe.
- Any other unique qualifications, such as knowledge of City of Milwaukee code requirements, familiarity with rehabilitation costs, and languages spoken other than English.
- Submit the names and contact information of at least two references that are familiar with your ability to carry out the services you are proposing to provide.

4. Compensation

The successful Agent shall be expected to honor the cost proposal identified in their proposal for the duration of the contract, unless modified by mutual agreement in writing.

The Agent should provide a cost estimate for each role listed in the RFP's Scope of Services, per the following:

- Buyer's Agent: Generally, you will not be compensated directly by NIDC/MNRC for providing these services; instead, your commission will be paid by the seller at closing. In select cases, NIDC/MNRC may acquire foreclosed properties not listed for sale on MLS, (i.e. the seller is not offering a commission.) In these situations, the agent may not be involved with the transaction, and will receive no compensation. Alternatively, the agent may be asked to provide only a market analysis and broker's price opinion. Payment for these limited services will only be made if NIDC/MNRC buys a property.

Please propose a price for a market analysis / BPO for successfully-acquired properties.

- Listing Agent for "as-is" properties: It is expected that the sales price of these homes will be <\$50,000. Please propose a flat-fee price for the marketing and sale of an "as-is" property. Your fee must include any co-broke / buyer's agent commission.
- Listing agent for rehabilitated properties: It is expected that the sales price of these homes will be >\$50,000. Please propose a commission based on the percentage of the sale price of the property. Your commission must include any co-broke / buyer's agent commission.

5. Small Business Enterprise (SBE) Participation

Responding Agents are encouraged to maximize the meaningful participation of Small Business Enterprise (SBE) firms. SBE's must be certified by the City of Milwaukee. For a listing of SBE firms certified by the City of Milwaukee go to the following link and click on the MWSBE Business Directory:

<http://city.milwaukee.gov/osbd>

6. Section 3 Business Participation

Section 3 Business Participation is also encouraged for this RFP. Responding Agents must complete the attached Section 3 Business Certification Form and submit it with your proposal.

B. Selection of Consultant

After screening proposals for responsiveness; NIDC Staff will evaluate proposals and assign points to each proposal based on the following criteria:

- Your experience in assisting buyers and sellers complete real estate transactions (including those involving foreclosed properties) in the Milwaukee neighborhoods included in the NSP program area (a maximum of 10 points).
- The level and quality of services you propose to provide (a maximum of 10 points).
- Your experience in working with first time homebuyers, federally funded housing programs, non-profit housing counseling agencies, and properties needing rehabilitation (a maximum of 10 points)
- The proposed cost for the services you propose to provide (a maximum of 5 points).
- The quality of references provided (a maximum of 5 points)
- Thoroughness of your overall proposal and overall responsiveness to this RFP (a maximum of 5 points).
- Commitment to EBE/Section 3 participation (a maximum of 5 points)

Please Note, NIDC/MNRC will not consider proposals from organizations and/or individuals who:

- Are debarred by the US Department of Housing and Urban Development
- Have a history of housing code violations or delinquent property taxes
- Have had a property acquired by the City through tax foreclosure within the past 5 years
- Have an outstanding judgment from the City
- Have been convicted of a crime that causes concern with respect to neighborhood stability, health, safety, or welfare.

C. Submission Deadline

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFQ Requirements) to Scott Stange. Questions must be sent in writing **no later than June 11, 2013**. Questions initiated after **June 12, 2013** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet on the website referred to below in the form of an addendum to this RFP by **June 12, 2013**:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Proponents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Proponents shall be bound by such, whether or not received by the Proponent

One original and 3 (three) copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., June 18, 2013**. The proposals must be submitted **along with the required Affidavit of No Interest, Non-Debarment Certification, and Section 3 Business Certification form**. Late submissions will not be accepted.

Proposals should be mailed or delivered to:

Bid Desk
Department of City Development
809 N. Broadway, 2nd floor
Milwaukee, WI 53202-3617

Proposal to be clearly marked: **Official Notice #57448 - Buyer's Agency Services and Listing Agents on Behalf of NIDC**

General NIDC RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Real Estate Agent(s) as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Real Estate Agent(s) shall be bound by such, whether or not received by the Real Estate Agent(s).

2. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Real Estate Agent(s) are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Real Estate Agent(s) should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Real Estate Agent(s) in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Real Estate Agent(s) in preparing a proposal for offer to NIDC confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Real Estate Agent(s), the Real Estate Agent(s) will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

NIDC reserves the right to reject the proposal of any Real Estate Agent(s) who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract

The Contract Management Team (as described in the Scope of Services under Task 1, Project Initiation) will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the Contract Management Team intends to select a Real Estate Agent(s) based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. NIDC will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

NIDC and the Real Estate Agent(s) will agree on a performance and payment schedule. The Real Estate Agent(s) will submit to the MNRC invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the Real Estate Agent(s)'s work product and upon acceptance by the MNRC of the services performed.

7. Termination of Contract for Cause

If, through any cause, the Real Estate Agent(s) shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Real Estate Agent(s) shall violate any of the covenants, agreements or stipulations of this contract, NIDC shall thereupon have the right to terminate this contract by giving written notice to the Real Estate Agent(s) of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Real Estate Agent(s) under this contract shall, at the option of NIDC, become the property of NIDC. Notwithstanding the above, the Real Estate Agent(s) shall not be relieved of liability to NIDC for damages sustained by NIDC by virtue of any breach of the contract by the Real Estate Agent(s).

8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the NIDC is exempt from Wisconsin Use and Sales Tax. Real Estate Agent(s), therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Real Estate Agent(s). Real Estate Agent(s) are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Real Estate Agent(s) has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Real Estate Agent(s) regarding the status of his response. However, NIDC reserves the right to enter into discussion with Real Estate Agent(s) for purposes of clarification or further information.

10. Miscellaneous

NIDC reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. NIDC will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or NIDC has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Real Estate Agent(s) agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Real Estate Agent(s) must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification

The Real Estate Agent(s) agrees that it will indemnify, save and hold harmless the NIDC and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the NIDC or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Real Estate Agent(s) or any of its agents, servants, employees or subcontractors.

NIDC shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Real Estate Agent(s) or any of its agents, servants, employees or subcontractors, to the Real Estate Agent(s) or its insurer and, upon such tender, it shall be the duty of the Real Estate Agent(s) and its insurer to defend such claim or action without cost or expense to MNRC (NIDC).

13. Slavery Disclosure

The successful Real Estate Agent(s) will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics

It is the policy of the Department of City Development and NIDC, that contracts shall not be awarded to any Real Estate Agent(s) that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law

Both parties understand that NIDC, is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist NIDC, in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold NIDC, harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement. .

ATTACHMENT A

AFFIDAVIT OF NO INTEREST

STATE OF WISCONSIN]
MILWAUKEE COUNTY] SS

_____, being first duly sworn, on oath deposes and says that he/she is the agent of the _____, developer, for the attached submission for Official Notice No. #57448, "Buyer's Agency Services and Listing Agents on Behalf of NIDC."

Affiant further deposes and says that no officer, official or employee of the NIDC, DCD, MNRC, the City of Milwaukee, has or will receive anything of value in connection with the issuance of an agreement ensuing from this RFP

(Signature)

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public, Milwaukee County, Wis.
My commission expires _____.

ATTACHMENT B

The undersigned, being duly authorized to act on behalf of _____ (the "Real Estate Agent"), hereby certifies that neither the REAL ESTATE AGENT nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The REAL ESTATE AGENT further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the REAL ESTATE AGENT will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

Signature/Authorized Official

Date

Title

City of Milwaukee – Neighborhood Improvement Development Corporation

Section 3 Business Certification

Section 3 Business Criteria: Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full-time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) and (2) above.

Section 3 Person Criteria: A Section 3 qualified person must:

- 1.) Be a resident of Public or Indian Housing; **or**,
- 2.) Live in the Milwaukee Metropolitan Area (Milwaukee, Waukesha, Washington or Ozaukee Counties); **and**, earn no more than the following amounts:

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$39,850	\$45,550	\$51,250	\$56,900	\$61,500	\$65,050	\$70,600	\$75,150

Section 3 Statement: Please check the appropriate box below.

- ☐ My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- ☐ My business is not a Section 3 business.

Signature:		Date Signed:	
Name:		Title:	
Company Name:			
Address:			
Telephone Number:			

Note: The City of Milwaukee or NIDC may request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business. If you are found to have intentionally falsified any information on this report, you may be prohibited from bidding on future City of Milwaukee or NIDC projects.

If you have any questions about this form, please call NIDC

Attachment D

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the NIDC Request for Proposal No. 57448 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to NIDC under a pledge of confidentiality. I would not have submitted this information had the NIDC not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The NIDC, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The NIDC will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable NIDC procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the NIDC, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The NIDC preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the NIDC, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.